

**DRILLERS AND FIELD TECHNICIANS**

**AGREEMENT**

**DISTRICTS 1-2-3-4-5-6-7-8**

**INTERNATIONAL UNION OF OPERATING ENGINEERS,**

**LOCAL 150, AFL-CIO**

EFFECTIVE

MARCH 1, 2020

THROUGH

FEBRUARY 28, 2023

# **DRILLERS AND FIELD TECHNICIANS**

## **AGREEMENT**

### **DISTRICTS 1-2-3-4-5-6-7-8**

Chicago Area Construction, Testing, Drilling and Inspection Association (CACTDIA) and the Material Testing Technicians and Drillers Labor Relations Alliance (Alliance) have negotiated separate Drillers and Field Technicians Agreements for Districts 1-2-3-4-5-6-7-8 with Local 150.

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**THIS AGREEMENT** is made and entered into this 1st day of March 2020, by and between the **CHICAGO AREA CONSTRUCTION, TESTING, DRILLING, AND INSPECTION ASSOCIATION AND MATERIAL TESTING TECHNICIANS AND DRILLERS LABOR RELATIONS ALLIANCE**, acting on behalf of their respective members severally, which members individually have assigned bargaining rights to their respective Association to act as negotiating agent for each of them severally (both the Chicago Area Construction, Testing, Drilling, and Inspection Association and Material Testing Technicians and Drillers Labor Relations Alliance may be referred to in this Agreement as an “Association” and each individual member herein after referred to in this agreement as “Employer”), and the **INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150, AFL-CIO**, hereinafter, for convenience referred to as the "UNION", second party.

The **CHICAGO AREA CONSTRUCTION, TESTING, DRILLING, AND INSPECTION ASSOCIATION AND MATERIAL TESTING TECHNICIANS AND DRILLERS LABOR RELATIONS ALLIANCE** are parties to this agreement solely as a negotiating agent and shall not be held liable for any violations of any provisions of this agreement committed by any individual Employer.

It is further understood that any Employer which subsequently becomes a member of either Association shall do so only upon the express condition that it shall become bound by the provisions of this agreement for the term thereof, to the extent it has employees covered by this agreement.

The intent and purpose of the parties in entering into this Agreement is to set forth a full agreement on rates of pay, hours of work and other conditions of employment so as to promote the

mutual interest of each Employer, its employees, and the Union and to facilitate a harmonious and cooperative relationship between the parties.

Each Employer is engaged in the testing, inspection, analyzing and sampling of construction and construction materials, geotechnical drilling, construction work, quality control, and quality assurance of contractors in the construction industry.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

This Agreement shall be in full force and effect within the geographic jurisdiction of the Union.

## **SECTION 1 - RECOGNITION AND BARGAINING UNIT**

Each Employer recognizes the Union as the sole and exclusive bargaining agent and representative of all full and part-time employees in the bargaining unit namely Field Technicians, Inspectors, Drillers and Driller Helpers, excluding office employees, sales personnel, clerical employees, engineers, janitorial employees, sales coordinators, summer student interns, (minimum of two interns plus one additional intern for every ten (10) field technicians employed or a fraction thereof over twenty (20) field technicians for a maximum of three (3) months per year provided there is no reduction of regular or overtime work hours for regular bargaining unit employees or regular bargaining unit employees on layoff)<sup>1</sup> shop supervisors and supervisory employees, who are employed by the Employer at any given location within the jurisdiction of the Union.

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<sup>1</sup> Provided the Employer has an internship program with a major college or university, documentation provided.



Prior to recognition, the Union requested recognition and presented the Employer with written evidence of the Union's exclusive designation as bargaining representative by a majority of employees. Each Employer reviewed that evidence and has agreed to recognize the Union as the exclusive bargaining representative of its employees under Section 9(a) of the National Labor Relations Act.

## **SECTION 2 - SCOPE OF WORK**

The Scope of this Agreement shall be as set out in the preamble of this Agreement describing the type of business the Employer is engaged in including but not limited to the following types of testing, inspection, and sampling: structural steel, concrete (including bridge deck), soil, asphalt, masonry, paint, water proofing, fire proofing, fire stopping, reinforcing steel (rebar), pile driving, direct contact floor flatness, bump testing, adhesive anchor testing, contract documentation, N.D.T. steel, N.D.T. concrete, N.D.T. masonry<sup>2</sup>, building envelope<sup>3</sup>, ground penetrating radar; all subsurface exploration, the operation of all drills including but not limited to the drilling of test samples, including coring machines and jack hammer samples.

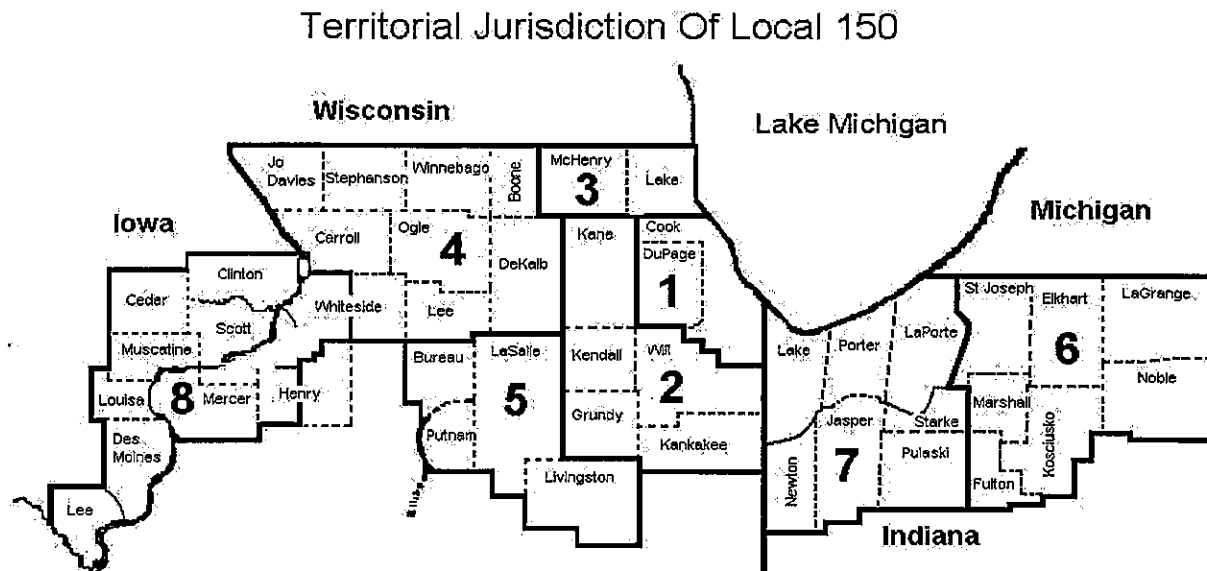
With respect to only those employers who maintain drilling operations, all other work falling under the scope of work covered by IUOE, Local 150's Heavy, Highway and Underground Agreements shall be covered by the applicable Heavy, Highway and Underground Agreement for that geographical area.

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<sup>2</sup> NDT of concrete and masonry shall include, but not be limited to, Windsor pin and Windsor probe, Swiss hammer (rebound hammer), pulse velocity, ground penetrating radar (GPR).

<sup>3</sup> Building envelope inspection includes air barrier inspection, water spray test, and fire stopping at slab edge.

## Local 150 Jurisdiction Map:



On Davis-Bacon Projects or State Prevailing Wage Projects, or public projects, whether federal, state or local, the Employer agrees to comply with the prevailing wage rate determination set by the U.S. Department of Labor or applicable state department of labor or local taxing body, whichever is applicable, but in no event, shall the Employer pay wages lower than the rates set forth in this Agreement. In the event an arbitrator's decision conflicts with a Department of Labor (DOL) Order on a specific job, the DOL Order shall automatically prevail provided that order does not establish wages and benefit rates lower than those set forth in this Agreement.

### **SECTION 3 - UNION SHOP**

All employees shall be obligated to become members of the Union after thirty (30) days of employment as a condition of continued employment. Any employee who fails to become a member of the Union by his own choice and not by refusal of the Union, or who fails to maintain his Union membership, or non-member who fails to pay required permit fees, shall forfeit his right of employment. The Union will notify permit holders and the Employer thirty (30) days prior to invoking the Union Security Clause for permit holders who fail to pay or renew required permit fees.

The Union by written notice served via certified mail upon the Employer may demand the discharge of said employee, specifically stating the basis of said demand, and subject at all times to the Union guarantee to defend, hold harmless and indemnify the Employer from any claims or damages accruing to the employee as a result of the wrongful discharge demand by the Union. The foregoing in all other aspects shall be subject to existing and applicable Federal and State laws governing labor management relations. This Union Security provision shall be subject to immediate negotiation with the Employer as to any further changes permissible under future legal authority.

### **SECTION 4 – SENIORITY**

A. The term “seniority” shall mean where skill and ability are equal, the length of continuous service with the Employer shall prevail. Where employees are hired on the same day, a drawing shall be held to determine the order of their seniority.

B. Newly hired employees will be regarded as “probationary employees” for the first ninety (90) calendar days of employment. During this probationary period, employees may be terminated with or without cause and without recourse to the grievance and arbitration procedure. After the successful completion of the probationary period, that employee’s seniority shall be established as of the first day of employment.

C. All seniority of an employee shall terminate when:

1. He voluntarily quits for any reason;
2. He is discharged for just cause and not reinstated;
3. He is absent for three (3) business days without good cause or fails to notify the Employer before the close of business the second day absent, unless not physically able to do so;
4. He fails to report for work when recalled after a layoff, within two (2) days after being notified, if possible, by telephone and by certified mail from the Employer to the employee’s last address as recorded in the Employer’s records;
5. He fails to return from an Employer approved leave of absence the day following the expiration of such leave;
6. He is laid off in a reduction of work force and such layoff continues for a period of twenty-four (24) months;
7. He is absent from work for twelve (12) continuous calendar months for any reason other than layoff or where a legitimate Workers Compensation claim has been filed;
8. He accepts employment with another organization while on an approved leave of absence without written consent of the Employer;

9. An apprentice that has signed an Apprenticeship Agreement with the Joint Apprenticeship and Training Committee (“JATC”) fails to abide by the applicable Apprenticeship Standards and/or is expelled from the Midwest Operating Engineers Apprenticeship Program; and,
  10. An individual working on permit fails to comply with all rules and regulations attendant to the permit registration process. This includes but is not limited to failing to pay the required fee for permit referral; failing to present themselves to the issuing office for renewal on or before the date posted on the reverse side of the referral slip; failing to pay timely renewal fees; failing to notify the issuing office upon termination of employment as an Operating Engineer; failing to present a completed referral slip including the date and hours worked when requesting a new referral; and, failing to supply the issuing office with the most current check stub.
- D. An employee will continue to accumulate all seniority:
1. During lost time from work due to compensable, job related sickness, accident or disability and/or;
  2. During an authorized leave of absence.
- E. Shop seniority lists shall be prepared by the Employer and made available to the Union’s Dispatch office and the Business Representative designated by the Union electronically and will be posted on the Employers Union bulletin board at three (3) month intervals. The Employer shall maintain separate seniority lists for journeyman and apprentices in accordance with this section.
- F. An employee subject to the jurisdiction of the Union, who has been in the past or will be in the future promoted to any non-bargaining unit position not under Union jurisdiction (not to

exceed twelve (12) months) and is thereafter transferred or demoted to a classification subject to the jurisdiction of the Union, shall not accumulate seniority while working in the non-bargaining unit position. The employee when so transferred or demoted, shall commence work in a job generally similar to the one he held at the time of his promotion to a non-bargaining unit position. It is further understood that no temporary demotions in non-bargaining unit positions will be made during slack periods or when employees are on layoff with recall rights. Such transfer will not exceed one (1) occurrence in a five (5) year period.

G. The Employer retains the right to assign employees to available work without regard to seniority provided that employees will retain their pay level regardless of the job to which they are assigned.

#### H. LAYOFF AND RECALL

In the event of a layoff or lack of work, that shall exceed five (5) consecutive workdays, holidays not included, in one calendar year per employee, employees shall be removed from the job in accordance with their seniority (as defined herein) where skill and ability are equal.

The above mentioned five (5) day layoff period shall only be used three times (3x) per employee in one calendar year, not more than once per month, after which all other layoffs of 1 (one) day in any pay period, the affected employee(s) shall have the right to invoke seniority rights the day of the layoff where skill and ability are equal.

In recalling employees, the Employer will notify them by telephone, if possible, and by certified mail sent to their most current known address. Employees shall be recalled in reverse order of seniority where skill and ability are equal. When employees are recalled by the Employer,

the Employer shall notify the Union's Dispatch office electronically within twenty-four (24) hours of recalling said employee.

The Shop Steward designated by the Union shall have preferred seniority, which shall apply for the purposes of layoffs and recall only. For the purpose of this Section it is understood that an employee classified as a Driller has more skill and ability than an employee classified as a Driller Helper.

Employees returning from layoff must be physically able to perform the work of the job to which they are being recalled. Employees will not be barred from recall due to injury, illness, or any condition existing at the time of layoff. If due to a condition not existing at the time of layoff, they will be recalled when released in writing by the attending physician to the next available vacancy. Provided that for the purposes of this section when an apprentice is laid off, the apprentice shall be offered reinstatement before any additional apprentices are employed.

## **SECTION 5 - ACCESS TO PREMISES**

Authorized agents of the Union shall have access to the Employer's establishment and work sites during work hours for the purpose of adjusting disputes and collecting dues. The Union agrees that this visitation right shall not interfere with the conduct of the Employer's business.

## **SECTION 6 - GRIEVANCES AND ARBITRATION**

- A. Should differences arise between the Employer and the Union or between the Employer and any of its employees, subject to this Agreement as to the interpretation and application of the provisions of this Agreement such disputes shall be resolved in accordance with this

Section. There shall be no suspension of work on account of such disputes and an earnest effort shall be made to settle such differences through the grievance procedure. The Employer may not file grievances. The Employer acts and the Union responds through the grievance and arbitration procedures as set forth in this Section.

B. To the extent permitted by applicable laws, grievances involving alleged unlawful discrimination shall be resolved solely under this Section, for final and binding resolution and not by resort to the Courts.

C. Grievances shall be resolved through the following procedure:

**Step 1** – The Union Business Representative and/or the Shop Steward assigned to Employer or his designee and the Employer representative shall meet in an attempt to resolve all differences within ten (10) calendar days of receiving notification that a problem exists. The Employer shall respond in writing, to the Union of its decision, within ten (10) calendar days following the Step 1 meeting.

**Step 2** – If the Employer response is unsatisfactory to the Union, the Union will present its grievance in writing within ten (10) calendar days of the Employer's written Step 1 response. If no written grievance is presented by the tenth (10<sup>th</sup>) calendar day, the grievance shall be deemed abandoned and waived absent agreement by the Employer and the Union to extend the deadline. All grievances will list the specific nature of the grievance and specifying the Section(s) of the Agreement alleged to have been violated and the remedy sought. A Step 2 meeting shall be held between the Employer and/or Association representative and Union at the parties' next regularly scheduled grievance meeting, but no later than thirty (30) calendar days after presentation of the



Union's written grievance. The meeting shall include the Union representative(s) and the Employer representative and/or Association representative to confer on the issue(s). The Employer shall give its written answer to the Union within ten (10) calendar days after the date of the Step 2 meeting.

D. In the event that the grievance has not been satisfactorily resolved in the applicable Steps, within ten (10) calendar days after receipt of the Step 2 answer, the Employer and/or Association representative and the Union will endeavor to select a mutually satisfactory arbitrator, but failing to select such arbitrator, the Employer and/or Association representative and the Union representative shall request a list of arbitrators from the American Arbitration Association (AAA), all of whom must be members of the National Academy of Arbitrators (NAA). Both the Employer and/or Association representative and the Union will have the right to one rejection each of an entire arbitration panel, per grievance, and the parties shall select from the remaining list one (1) arbitrator by alternately deleting names from the list until a last name remains. The parties, by coin toss, will determine who shall be entitled to the first list deletion.

E. The arbitrator may interpret this Agreement and apply it to the particular case under consideration, but shall, however, have no authority to add or subtract from or modify the terms and conditions of this Agreement. The arbitrator's award shall be final and binding upon the Employer and the Union. The fees of the arbitrator and other agreed upon expenses of the arbitration shall be shared equally by the Employer and by the Union. Retroactivity for pay (i.e.: wages) purposes shall not exceed seven (7) working days prior

to the filing of the grievance. Selected Arbitrators shall not hear separate unrelated grievances, unless mutually agreed upon.

F. Union grievances involving the overall application as it applies to this Agreement shall be reduced to writing and proceed directly to Step 2 of the grievance procedure.

G. Time limits specified in this Section may be extended by mutual written agreement.

H. Compliance with arbitration decisions and awards shall be made within seven (7) business days of receipt of said decision by the losing party. A party which fails to comply within the seven (7) business day period shall be required to pay an additional ten percent (10%) of all amounts owed as liquidated damages for failure to comply with the decision or award. In the event the prevailing party is required to file suit to enforce the decision or award, and it prevails, it shall be entitled to recover its costs, including attorney's fees, from the losing party. In the event the losing party files suit to vacate an arbitration award and the court upholds the award, the prevailing party is entitled to recover its costs, including attorney's fees from the losing party.

## **SECTION 7 - SUBCONTRACTING**

### **A. SUBCONTRACTING**

For the purpose of preserving work and job opportunities for the employees covered by this Agreement, where the Employer shop does not have the facilities to perform the necessary work; where employees do not possess the necessary skill and qualification; such work may be

performed by outside contractors on a subcontract basis that are signatory to the Union's Agreement.

Subcontracting work creating a reduction in hours worked, regular and overtime, of employees shall be a violation of this contract, unless mutually agreed.

## **B. WORK PERFORMED BY NON-BARGAINING UNIT PERSONNEL**

The parties understand that the nature of the business requires that non-bargaining unit personnel may be required to perform variety of duties which are similar in nature to those performed by bargaining unit personnel. The parties therefore agree that supervisory personnel and other personnel not within the bargaining unit covered by this Agreement may be permitted to perform the following types of work:

1. Emergency situation.
2. Instructing and training employees.
3. Unforeseen absenteeism resulting in an emergency.
4. Customer demonstrations/training.

Any other bargaining unit work performed by non-bargaining unit personnel shall be a violation of this Agreement, unless mutually agreed upon. Nothing in this section shall prohibit an engineer from also performing any follow-up to a technician's inspection nor shall it prohibit in addition to a technician to have an engineer present to make the necessary observations to formulate an engineer's opinion.

## **SECTION 8 - NO DISCRIMINATION**

It is understood and agreed that the Employer shall not discriminate against any member of the Union, any of its officers, its stewards, or any member serving as a member of a committee authorized by the Union. In the application of the provisions of this Agreement, there shall be no discrimination by the Employer or the Union against any individual because of such individual's race, color, religion, sex, gender, sexual orientation or national origin, and when the words in the masculine are used herein it shall include the feminine.

## **SECTION 9 - UNION STEWARD**

The job steward shall be selected by the Union from among the members of the bargaining unit employed. The job steward shall be a working employee. The Union shall have the right to designate which employee shall be the steward or acting steward. In case of any difficulty, the steward shall be permitted reasonable time in a reasonable manner to adjust the same without pay deduction provided he notifies his supervisor, if possible, prior to performing such responsibilities.

## **SECTION 10 – DISCHARGE**

Discipline of seniority employees shall only be invoked when just cause exists. When such is the case, discipline shall be appropriate to the circumstances of each particular incident and include, as appropriate, progressive discipline steps as follows:

**Step 1:** Verbal counseling, documented.

**Step 2:** Written warning.

**Step 3:** One (1) to four (4) days suspension.

**Step 4:** Written discharge notice with a copy provided to the employee and maintained in his Employer's personnel file.

The parties recognize that some offenses are so severe as to warrant immediate discharge without following the foregoing disciplinary steps.

Employee written warnings shall not be used as part of progressive discipline or against an employee seeking promotion, by the Employer for periods of greater than twelve (12) months from the date of the occurrence.

The Employer shall have the right to discharge any employee for just cause. The Employer shall notify the Union as soon as possible, but in no event later than the close of the business on the second (2nd) regular working day after such discharge. Discharge grievances shall be processed directly to Step 2 of the grievance procedure as set forth in Section 6 within seven (7) days after the Union is notified of the discharge in accordance with this Section.

If any employee is not certified to perform a specific test or inspection, it shall not be just cause to discharge said employee, if employee is told by management to perform such test or inspection and such test or inspection fails.

## **SECTION 11 - WORKDAY AND WORKWEEK**

- A. The regular starting time for a single shift operation Sunday through Saturday inclusive shall be scheduled at one (1) of the following hours: 6:00 a.m.; 6:30 a.m.; 7:00 a.m.; 7:30 a.m.; or 5:30 a.m. start time once in a week.

B. All employees shall be required to report for work each day, Monday through Friday, at the times designated in this Section. Eight (8) hours shall constitute a normal workday Monday through Friday between the hours of 6:00 a.m. and 2:30 p.m.; 6:30 a.m. and 3:00 p.m.; 7:00 a.m. and 3:30 p.m.; 7:30 a.m.; 4:00 p.m. and 5:30 a.m. and 2:00 p.m. once (1) per week as the case may be pursuant to the established starting time as set forth in subsection (A) above.

C. **SHOW-UP TIME** - An employee who reports to work and is informed prior to the starting time of his regular shift, 6:00 a.m., 6:30 a.m., 7:00 a.m. and 7:30 a.m., respectively or prior to commencing work as directed by his employer that he will not work that day shall receive two (2) hours pay, at the rates set forth in Section 22 of this Agreement. All employees shall be obligated to report for work each day Monday through Friday at the designated starting time as set forth in this Section to be eligible for show up time. However, during the months of December, January, and February employees may be notified up until 10:00 p.m. of the previous day for a single shift operation, or within four (4) hours after the end of the employee's shift on a multiple shift operation, by an authorized representative of the Employer that there is no work the following day and the Employer shall not be obligated to pay show-up time. Otherwise the employee shall report for work and be paid pursuant to the terms of this Section. Employees personally notified on the job before quitting time the previous day or by telephone shall be the only valid means of notification of not reporting for work. The employee shall remain at the job site if so directed by the Employer or his representative. In the event the employee is held more

- than two (2) hours or is started to work at any time he shall receive a minimum of eight (8) hours pay and shall be paid pursuant to the following for all shifts Monday through Friday.
- D. Any employee who is called out to work prior to his start time shall be paid the applicable hourly overtime rate of pay for the time worked prior to his start time.
- E. This subsection shall apply for Saturdays, Sundays and holidays only. An employee who reports for work at his scheduled starting time without having previously been notified not to report shall be paid four (4) hours at the applicable rate of pay for reporting to work.
- F. When an employee is notified not to report for work on his regular shift and is recalled for the same shift, he will be paid as if he had reported for work at the beginning of that shift.
- G. The Employer may establish an eight (8) hour second (2nd) shift operation. The starting time of the second (2nd) shift will be within one (1) hour of the conclusion of the above-defined first (1st) shift on the same job site. The Employer will request volunteers for this second (2nd) shift. If none apply, the Employer will require the junior employee(s) consistent with skill and qualification requirements. Employees on the second (2nd) shift and third (3rd) shift shall receive a shift premium of fifteen percent (15%) above their base hourly wage rate.
- H. For a single shift operation to be scheduled outside of the starting times set forth in this Agreement, the Union and the Employer shall meet and discuss a differing start time for that single shift operation.
- I. Employee(s) required to be on call with Employer, pager or phone shall receive compensation of twenty-five dollars (\$25.00) on Saturday and Sunday and fifty dollars (\$50.00) on holidays. Employees will not be required to be on call Monday through Friday.

## **SECTION 12 - LUNCH PERIOD**

Employees shall be entitled to, and shall take, a thirty (30) minute unpaid lunch period. Such lunch periods may be staggered, but shall, to the extent reasonable, be scheduled between the fourth (4th) and sixth (6th) hours of the employee's work schedule. If the Employer requests the employee to work during his lunch period, he shall be paid at the applicable overtime rate of pay for his lunch period in addition to his normal day's pay. Employee(s) will be entitled to two (2) - fifteen (15) minute paid breaks; one (1) in the morning and one (1) in the afternoon.

## **SECTION 13 - OVERTIME**

All time in excess of eight (8) hours per day shall be paid at the time and one-half (1-1/2) rate of pay. Time and one-half (1-1/2) shall be paid on Saturday. All holidays listed herein, and Sundays, shall be paid at the double time (2x) rate of pay.

All overtime shall be paid to the next one-half (1/2) hour. Eight (8) hours shall constitute a normal workday on Saturday and Sunday and eight (8) hours shall constitute a normal workday on holidays pursuant to the established starting time as set forth in subsection 11(A) herein.

If an employee is requested to return to work after his normal workday, it shall be treated as a continuation of his workday. All hours from the end of his normal workday to his call out time shall be paid at the appropriate overtime rate of pay plus all additional hours worked shall be paid at the appropriate overtime rate of pay.



## **SECTION 14 – HOLIDAYS**

A. The following days shall be holidays: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, THANKSGIVING DAY, CHRISTMAS DAY, LABOR DAY, and two (2) paid personal days, as set forth in Section 14 (D). No work shall be done on Labor Day, except to save life or property. Any of the above holidays falling on Sunday, shall be observed on Monday. Any of the above holidays falling on Saturday shall be observed on Friday.

B. All employees covered hereby who have been employed for a thirty (30) day period prior to the holiday(s) in question shall receive for such holiday(s) eight (8) hours pay at the straight-time hourly rate or is on vacation as set forth in Section 16 or any day celebrated as such. An employee who is absent for not more than fifteen (15) days prior or subsequent to the holiday(s) in question because of injury or layoff shall nevertheless be paid for the holiday(s). Employees who return to work within fifteen (15) days following a holiday(s) shall receive the holiday(s) pay with their first pay after such return.

C. An employee who works on any of the holidays set forth in subsection (A) above shall receive two times (2x) his straight-time hourly rate for at least eight (8) hours, and in addition shall receive the holiday pay as provided in subsection (B) above.

D. Personal Days - All employees covered hereby shall be entitled to no more than two (2) paid personal days and five (5) unpaid personal days, to be used at the employee's discretion within each calendar year provided the employee gives a three (3) working days' notice. In situations where two (2) bargaining unit employees request the same personal day off, it will be at the Employer's discretion to grant the least senior employee the day off. It is understood that the

personal days provided to employees in this Section may be used as sick days in emergency situations without having to give the Employer three (3) days' notice.

## **SECTION 15 - WAGE PAYMENT**

Wages shall be payable in United States currency, checks, or by direct deposit and in no event, shall the Employer withhold for more than seven (7) days, wages accruing prior to the day of pay. At the time of payment of wages, the Employer shall furnish the following information on the check stub or Employer slip to each employee: regular hours worked, and overtime hours worked and all deductions. Wage payment will be made by either of the following methods, direct deposit or check.

Payday shall be done once a week on a specified day during work hours except when payday falls on a Thursday or Friday and such day or the day after is a holiday the employees must be paid prior to the holiday in question. An employee's wages or check shall not be withheld for any reason set forth by the Employer. The Employer must make wage payment available to employees during their regular working hours on designated payday by direct deposit or by mail with the checks postmarked no later than twenty-four (24) hours before the regular payday or by debit card through a payroll master system.

If an employee is not paid on the regular assigned payday the Employer shall pay penalty of four (4) hours a day to such employee at the straight time rate of pay for each succeeding twenty-four (24) hours of delay. It is understood that said twenty-four (24) hour periods shall not include Sundays and holidays.

If a payroll check is returned to the employee for insufficient funds, the Employer shall pay a penalty of eight (8) hours at the straight-time rate of pay for the first day of the violation and four (4) hours a day thereafter until a valid payroll check is received by the employee. It is understood that Sundays and holidays are not included.

## **SECTION 16 – VACATIONS**

A. An employee who has completed one (1) year of service and worked 1,000 or more hours with the current employer in his prior anniversary year, shall be granted one (1) week vacation with pay computed on the basis of forty (40) straight-time hours.

B. An employee who has completed two (2) years of service, which service shall be computed from the date of employment and worked 1,000 or more hours with the current employer in his prior anniversary year, shall be granted two (2) weeks' vacation with pay computed on the basis of eighty (80) straight-time hours.

C. An employee who has completed five (5) or more years of service and worked 1,000 or more hours with the current employer in his prior anniversary year shall be granted three (3) weeks' vacation with pay computed on the basis of one hundred twenty (120) straight-time hours.

D. An employee who has completed ten (10) or more years of service, which service shall be computed from the date of employment and worked 1,000 or more hours with the current employer in his prior anniversary year, shall be granted four (4) weeks' vacation with pay computed on the basis of one hundred sixty (160) straight-time hours.

E. An employee who has completed fifteen (15) or more years of service, which service shall be computed from the date of employment and worked 1,000 or more hours with the current

employer in his prior anniversary year, shall be granted five (5) weeks' vacation with pay computed on the basis of two hundred (200) straight-time hours.

Vacation time is to be computed from date of hire.

F. Bargaining unit seniority shall be applicable for the purpose of determining the employee's eligibility for scheduling vacations and alternating holidays only during the annual scheduling period, which shall be between January 1st and February 28th/29th of each prior calendar year. Subsequent to February 28th/29th, senior employees may not displace junior employees from scheduled vacations.

G. Notwithstanding paragraphs A through F above, a member company of the Association has the option to enter into a letter agreement substituting a vacation savings plan for the vacation provided above, if so voted on by the members of the individual Employers bargaining unit.

Any employee wishing to take vacation time that was not scheduled as required herein must submit a request in writing to the Employer in advance. The granting of any such request shall be at the Employer's discretion.

## **SECTION 17 - VACATION SCHEDULING**

The scheduling of vacation periods by the Employer shall be based upon the seniority of the employee consistent with the operating requirements of the Employer. Employees are encouraged to take their earned vacation time throughout the year. However, due to personal reasons, employees may turn in unused vacation time for compensation (based on forty (40) hours pay); an employee may choose to carry over vacation time up to a maximum of two (2) weeks earned per year. Any man entitled to a vacation and laid off, discharged or voluntarily leaving the

service of the Employer, shall be allowed his vacation pay, either one (1), two (2), three (3), four (4) or five (5) weeks, as the case may be. An employee shall not be compelled to use his accumulated vacation during the time of a seasonal layoff. Employees will be paid earned vacation on their anniversary date.

## **SECTION 18 - PRO-RATA VACATION**

An employee who completes twelve (12) months or more of service from the date of employment, upon separation of employment for any reason, shall not only receive his vacation pay if he has acquired one (1), two (2), three (3), four (4) or five (5) weeks, but may also request a pro-rata share of the extra months he may have coming which shall be figured by months. Sixteen (16) days or more shall be counted a full month; less than sixteen (16) days shall not be counted. For example:

- After twelve (12) months service one (1) week, the pro-rata share shall be three and one-third ( $3\frac{1}{3}$ ) hours vacation pay for each month.
- After two (2) years' service two (2) weeks, the pro-rata share shall be six and two-thirds ( $6\frac{2}{3}$ ) hours vacation pay for each month.
- After five (5) years' service three (3) weeks, the pro-rata share shall be ten (10) hours vacation pay for each month.
- After ten (10) years' service four (4) weeks, the pro-rata share shall be thirteen and one-third ( $13\frac{1}{3}$ ) hours vacation pay for each month.
- After fifteen (15) years' service five (5) weeks, the pro-rata share shall be sixteen and three-fourths ( $16\frac{3}{4}$ ) hours vacation pay for each month.

## **SECTION 19 - VACATION/HOLIDAY**

When a holiday falls within an employee's vacation period, in addition to vacation pay, he shall receive his holiday pay as set forth herein.

## **SECTION 20 - FUNERAL LEAVE**

In the event of the death of a member of an employee's immediate family, the employee will be granted a bereavement leave of absence of up to three (3) days off from work with pay. "Immediate family" is defined as spouse, mother, father, child, sister, brother, grandparent, grandchild, mother-in-law, father-in-law, stepmother, stepfather, stepbrother, stepsister and stepchildren. Bereavement pay will be calculated based on the employee's regular rate of pay. Employees who have not yet completed their probationary period will be eligible for three (3) days of bereavement leave without pay with prior written approval of the Employer. In the event the funeral is at a distance that requires overnight travel to a different state, one additional paid day will be granted.

## **SECTION 21 - SEVERANCE PAY**

When the services of an employee are no longer required, he shall receive a full day's pay for the day he is terminated or laid off and receive all of his wages on the established payday at his regular location or within twenty-four (24) hours of the regular payday. If not paid within said twenty-four (24) hours, the Employer shall pay penalty of four (4) hours of pay to such employee at the straight-time rate of pay for each succeeding twenty-four (24) hours of delay. It is understood that said twenty-four (24) hour periods shall not include Sundays or holidays.

Employees shall not be called at home and terminated. It shall be the responsibility of the employee to return all of his uniforms and Employer equipment upon termination before his final paycheck is received without any penalty being imposed upon the Employer.

## **SECTION 22 - WAGES AND FRINGE BENEFITS <sup>4, 5</sup>**

### **A. FRINGE BENEFITS**

	<u><b>03/01/20</b></u>	<u><b>03/01/21</b></u>	<u><b>03/01/22</b></u>
<b>HEALTH &amp; WELFARE</b>	\$17.30	*	**
<b>RETIREE MEDICAL SAVINGS PLAN</b>	\$2.75	*	**
<b>PENSION</b>	\$10.35	*	**
<b>RETIREMENT ENHANCEMENT FUND</b>	\$1.20	*	**
<b>APPRENTICESHIP</b>	\$1.45	*	**
<b>INDUSTRY ADVANCEMENT AND CONSTRUCTION RESEARCH FUND</b>	\$0.40	*	**

Fringe Benefits shall be paid on all hours worked, vacation time, paid time off, bereavement, and holidays, (See Sections 30, 31, 32, 33, 34 and 35). However, should any

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<sup>4</sup> Wages and Fringe Benefits shall be applicable to all work classifications and all counties in the Union's jurisdiction as established in this Section.

<sup>5</sup> Wages and Fringe Benefits to be effective on the dates indicated.

\* Two dollars and seventy cents (\$2.70) to be allocated by the Union between Fringe Benefits and Wages prior to March 1, 2021.

\*\* Two dollars and eighty cents (\$2.80) to be allocated by the Union between Fringe Benefits and Wages prior to March 1, 2022.

employer participate in the vacation savings plan, fringe benefits contributions will not be required for contributions made to the vacation savings plan.

## B. WAGES

The Employer and the Union agree that the Employer will at all times, comply with prevailing wage laws and regulations on all of its projects covered by them. In no event, however, shall the wages be less than as follows:

Level	Description/Disciplines	<u>03/01/20</u>	<u>03/01/21</u>	<u>03/01/22</u>
A	None	\$26.49	*	**
	Pick-Up Technicians (that may become part of the unit.) <sup>6</sup>			
	Hand Coring Technicians and Layout Assistants (that may become part of the unit.) <sup>6</sup>			
B	ACI Concrete Field Testing Grade I	\$32.94	*	**
	IDOT PCC Level 1			
	INDOT Concrete Paving			
	Bentonite Slurry			
	IDOT Mixture Aggregate Technician			

\* Two dollars and seventy cents (\$2.70) to be allocated by the Union between Fringe Benefits and Wages prior to March 1, 2021.

\*\* Two dollars and eighty cents (\$2.80) to be allocated by the Union between Fringe Benefits and Wages prior to March 1, 2022.

<sup>6</sup> Hand Coring Technicians and Layout Assistants and Pick-Up Technicians who may become part of the bargaining unit in the future shall not advance to a different or higher classification unless specifically assigned to a different or higher classification by the Employer.



	IDOT Geotechnical Testing (S33)			
	INDOT Construction Earthwork			
	IDOT Nuclear Density			
	Nuclear Density Safety/Hazmat			
	CAWI			
	ASNT MT, PT, UT, VT Level I			
C	Four (4) years Nuclear Density Testing Experience	\$35.49	*	**
	Soils & Granular Materials Testing (SGMT) <sup>7</sup>			
	IDOT Aggregate Technician			
	CAPP			
	IDOT HMA Level I			
	INDOT HMA Paving			
	IDOT Documentation of Contract Quantities			

\* Two dollars and seventy cents (\$2.70) to be allocated by the Union between Fringe Benefits and Wages prior to March 1, 2021.

\*\* Two dollars and eighty cents (\$2.80) to be allocated by the Union between Fringe Benefits and Wages prior to March 1, 2022.

<sup>7</sup> For the purpose of this Agreement, SGMT shall include, but not be limited to footing inspection, undercuts, mass grading, compaction testing, caissons, piles, proof rolls, SCP Testing, DCP testing and Rimac Testing. A year of SGMT experience shall be defined as performing SGMT work for 1,000 or more hours in an anniversary year.

Any employee with four (4) or more consecutive years of experience in SGMT shall receive wages equal to those set forth in Level C.

Any employee with eight (8) or more consecutive years of experience in SGMT shall receive wages equal to those set forth in Level D.

Any employee with twelve (12) or more consecutive years of experience in SGMT shall receive wages equal to those set forth in Level E.

	INDOT Qualified Technician			
	INDOT Site Manager			
	ASNT MT, PT, VT Level II			
	Certified Dipstick (Floor Flatness)			
	Roofing Inspection and Observation			
	Waterproofing Inspection			
	Fire Stopping Inspection			
<b>D</b>	ACI Level II	\$37.99	*	**
	ACI Concrete Inspector			
	IDOT PCC Level II			
	IDOT HMA Level II			
	NICET Level I			
	ICC Fireproofing			
	ICC Soils			
	SSTC Bolting			
	ASNT UT Level II			
	P.T.I. Level I			
	P.C.I. Level I			
	Building Envelope <sup>8</sup>			
<b>E</b>	ACI Concrete Construction Special Inspector	\$40.54	*	**
	ACI Adhesive Anchor Installation Inspector			
	IDOT HMA Level III			
	IDOT PCC Level III			
	INDOT Certified Technician <sup>9</sup>			

\* Two dollars and seventy cents (\$2.70) to be allocated by the Union between Fringe Benefits and Wages prior to March 1, 2021.

\*\* Two dollars and eighty cents (\$2.80) to be allocated by the Union between Fringe Benefits and Wages prior to March 1, 2022.

<sup>8</sup> Building envelope inspection includes air barrier inspection, water spray test, and fire stopping at slab edge.

<sup>9</sup> Any employee that obtains and maintains three (3) or more INDOT Certified Technicians Program Certifications.

	NICET Level II & III			
	AWS CWI			
	ICC Masonry			
	ICC Pre-Stressed Concrete			
	ICC Reinforced Concrete			
	ICC Structural Steel & Bolting			
	ICC Structural Welding			
	PTI Level II			
	P.C.I. Level II			
<b>F</b>	Journey Person <sup>10</sup>	\$41.82	*	**
	CET			
	ICC Master Special Inspector			
	P.C.I. Level III			
	C.T.P. <sup>11</sup>			
<b>G</b>	Facade <sup>12</sup> (Facade inspections, including but not limited to the use of a harness, bosuns chair, cable swing, swing stage (fixed or otherwise) or any other type of repelling equipment on the outside or on top of a building required to inspect the integrity of a building)	\$49.43	*	**

1) ACI Grade I does not increase with experience.

<sup>10</sup> A Local 150 ASIP graduated apprentice.

\* Two dollars and seventy cents (\$2.70) to be allocated by the Union between Fringe Benefits and Wages prior to March 1, 2021.

\*\* Two dollars and eighty cents (\$2.80) to be allocated by the Union between Fringe Benefits and Wages prior to March 1, 2022.

<sup>11</sup> Employee that obtains and maintains all six (6) INDOT Certified Technicians Program Certifications.

<sup>12</sup> For purposes of facade inspection, the employee will be paid for the day(s) worked performing facade inspection.

- 2) All employees are paid at the highest wage level they qualify for, regardless of job performed. Employees must maintain the certification they are compensated for, if not they will revert to the highest pay level they are qualified for.
- 3) Any employee that does not take ACI Grade I, IDOT Level I, INDOT Certification or Nuclear Safety Class within six (6) months or is unsuccessful in obtaining within nine (9) months of hire may be discharged without Union grievance. (Obtaining certification is a condition of employment.)

		<u>03/01/20</u>	<u>03/01/21</u>	<u>03/01/22</u>
<b>CLASS I</b>	Drillers	\$43.47	*	**
<b>CLASS II</b>	Drillers Helpers/Oiler	\$37.38	*	**
	CDL Drivers (Lowboy)	\$39.21	*	**
	Mechanics	\$44.80	*	**
	Marine Drillers, Marine Driller Helper /Oiler <sup>13</sup>	\$44.98	*	**

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\* Two dollars and seventy cents (\$2.70) to be allocated by the Union between Fringe Benefits and Wages prior to March 1, 2021.

\*\* Two dollars and eighty cents (\$2.80) to be allocated by the Union between Fringe Benefits and Wages prior to March 1, 2022.

<sup>13</sup> Any drilling done on an open body of water.

### **C. APPRENTICES<sup>14</sup>**

A Field Technician Apprentice shall be paid as follows:

WAGE PERIOD	TIME PERIOD	PERCENTAGE/WAGES
1st	0 - 1,200 Hours	53.462% of Level F
2nd	1,201 - 2,400 Hours	70% of Level F
3rd	2,401 - 3,600 Hours	75% of Level F
4th	3,601 - 4,800 Hours	80% of Level F
5th	4,801 - 6,000 Hours	90% of Level F

In accordance with the applicable Apprenticeship Standards, the Employer agrees that consistent with proper supervision, training, safety, and continuity of employment throughout the apprenticeship, the ratio of apprentices to journeymen are established as follows: More than 5, up to and including ten (10), journeymen, one (1) Apprentice; every five (5) additional journeymen allow for one (1) additional apprentice. The apprentice ratio shall be based on the total number of employees in the bargaining unit working for the Employer and shall not be based on the number of employees working on a project or a jobsite. The Employer shall have the right to maintain the apprentice to journeyman ratio at the time of lay-off. Apprentices shall be laid off in accordance with Section (4), Subsection (H) of this Agreement.

A Class I Driller and Class II Driller Helper Apprentice shall be paid as follows:

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<sup>14</sup> Apprentices who reach a wage rate equivalent to that of a Driller Helper will receive the Driller Helper rate until or unless performing work classified as a Driller.

First Half of First Year of Continuous <sup>15</sup> Employment	50% of Class I Drillers Wage
Second Half of First Year of Employment	60% of Class I Drillers Wage
First Half of Second Year of Employment	70% of Class I Drillers Wage
Second Half of Second Year of Employment	80% of Class I Drillers Wage
First Half of Third Year of Employment	90% of Class I Drillers Wage
Second Half of Third Year of Employment	95% of Class I Drillers Wage
Beginning of Fourth Year of Employment	100% of Class I Drillers Wage

#### **D. REGULAR ASSIGNED OPERATING ENGINEER**

The Drillers and Helpers or crew regularly assigned to a piece of equipment on a single or a multiple shift operation shall be given preference when this piece of equipment is required to work, be repaired or moved (in accordance with Sub-Sections A to C above) on a regular workday, Saturday, Sunday and holiday or other overtime.

#### **E. HAZARDOUS MATERIALS<sup>16</sup>**

When employees covered under this Agreement come in contact with hazardous materials on the job, it shall be considered a Level 'A' Hazmat job. Employees shall receive protective equipment and be compensated at the applicable Heavy Highway and Underground rates of pay (see chart below) and shall remain at the Level 'A' Hazmat rate of pay and receive the Level 'A'

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<sup>15</sup> Continuous employment is defined as an employee who has not lost his seniority rights as defined in Section 4.

<sup>16</sup> Hazardous materials and hazmat levels are based on U.S. Department of Labor Occupational Safety and Health Administration Standards (29 CFR 1910.120).

protective equipment until the appropriate Hazmat Level has been established, either 'A', 'B' or 'C', at which time the applicable Heavy Highway and Underground rate and protective equipment shall apply.

Level A	\$3.00 above hourly wage
Level B	\$2.00 above hourly wage
Level C	\$1.00 above hourly wage

#### **F. MECHANICS TOOLS**

Mechanics shall furnish their own tools but shall not be required to furnish special tools such as: welders, air compressors, air tools, hoisting devices, pin presses, spanner wrenches, air or electric wrenches, gear and bearing pullers, electric drills, reamers, taps and dies, oxyacetylene hoses, gauges, torches and torch tips, twenty-four-inch (24") pipe wrenches drive socket set over three-quarters of an inch ( $\frac{3}{4}$ "), sockets over two inches (2").

The Employer agrees to pay for or replace with equal quality any tools, excluding hand tools guaranteed by manufacturer, broken on the job by mechanics or anyone required to furnish their own tools. The Employer shall maintain an insurance policy or assume the cost risk, for loss of the employee's personal tools, or portion thereof, on Employer premises and while in the Employer's utility truck when the employee is out of town overnight, due to theft by break-in and entry, including fire and explosions or other circumstances that may happen on the Employer premises and/or Employer's utility truck. The Employer's liability for such loss shall not exceed the actual cost of the tools. It is understood that all employees must furnish the Employer with a

complete inventory of the personal tools, the cost and their brand. It is further understood that whenever new tools are purchased, the employee must include them on the inventory list previously furnished, and whenever tools are removed, the inventory shall be reduced. If an employee does not supply the Employer with an inventory of tools, responsibility for replacement will not be that of the Employer. The Employer reserves the right to limit an employee's inventory.

#### **G. MAINTENANCE AND HEAVY-DUTY REPAIR**

When the Employer is performing work covered by this Agreement and such Employer maintains a maintenance and repair shop, or shops, or does repair and equipment maintenance in the field, all employment and applications for employment to perform such work shall be in accordance with the terms and provisions of this Agreement. The Employer shall have the right to have specialized field and shop repair performed by service representatives of manufacturers or equipment dealers or other persons who provide such specialized service. The Employer shall have the right to have vehicles smaller than 8,000 GVW repaired off site and shall have the right to have emergency repairs performed by off-site repair shops as long as it does not result in a reduction of hours for mechanics employed by the Employer.

1. Employees shall keep their equipment in good order and good repair at all times and shall assist in field repair of the same. In the event of a breakdown of drilling equipment, the Driller and Helper, if one is assigned to the equipment, can be re-assigned while it is being repaired only when members of the bargaining unit are assigned to perform the repair work.
2. If any repair work on drilling equipment is to be performed on Employer's premises and/or job site by anyone other than a member of the bargaining unit, the Driller and/or Helper



shall assist said non-bargaining unit member with the repair and shall remain with his assigned machine until all repair work is completed.

3. New drilling equipment shall come under the terms and conditions this Agreement.
4. All lubing or any other servicing of equipment in the field will only be performed by members of the bargaining unit, including all grease trucks or other means of servicing equipment.
5. On days when Drillers and Helpers are called off or when repair work goes into overtime on a weekday, Saturday, Sunday or holiday, only a bargaining unit mechanic may perform the repairs with no assistance. If another person is needed to assist, it shall be a member of the bargaining unit.
6. When warranty work is performed on new equipment, the Driller and/or Helper may be reassigned.
7. The length of time warranty work can be performed by factory service representatives shall be limited to the original factory warranty period.

## **H. LOADING AND UNLOADING**

The loading and unloading of all power driven self-propelled equipment listed in the wage classifications of this Agreement when being moved by means of low-boy trailers, rail or water on the job site, from job site to job site, yard or shop to job site, etc. shall be deemed the work of the operating engineers and shall be covered by the terms of this Agreement. The Employer may at his discretion assign the employee(s) to act as an escort while such equipment is in transit.

## **I. MOVING**

The moving of all power driven self-propelled equipment listed in the wage classifications of this Agreement when moved under its own power on the job site, from job site to job site, from yard or shop to job site, etc. shall be deemed the work of the operating engineer and shall be covered by the terms of this Agreement. Employees shall receive wages for such travel time until they are returned to the place of origin or their personal transportation, whichever is closer.

If the Employer designates a reporting point other than the job site, employees shall be paid at their applicable rate for time spent going from the reporting point to the job site and if necessary, for returning to the designated reporting point.

## **J. LEAD EMPLOYEE**

Lead employees appointed by the Employer or acting in lead functions shall receive one dollar (\$1.00) per hour over their normal rate of pay for time spent at a supervisor's request in lead functions, when their foreman is absent.

## **SECTION 23 - UNIT ACCRETIONS**

The Employer shall grant voluntary recognition to Local 150 and apply this agreement to any additional shop(s) which may be established within the territorial jurisdiction covered by the Union. The Employer shall grant Local 150 recognition based upon a showing of a majority of authorization cards signed by employees in a bargaining unit made up of substantially the same or similar job classifications as in this agreement. The parties may modify the bargaining unit at its subsequently acquired facilities by mutual agreement. Local 150's demand for recognition shall

be based upon authorization cards signed by employees employed in the bargaining unit as of the last regular pay period prior to the demand. The Employer [and the Union] expressly waives its right to a National Labor Relations Board (NLRB) election when presented with the majority of cards from bargaining unit employees in units established in additional shops. The parties further agree that any disputes over the application of this provision, including but not limited to the appropriateness of the bargaining unit, the eligibility of employees, and the Union's assertion of majority status shall be resolved through the grievance procedure found in this agreement.

Notwithstanding above-mentioned, the classifications and base hourly wage rates, along with other terms and conditions of employment of the new shop, shall be subject to negotiations and joint agreement of the parties for any additional shop locations within the territorial jurisdiction of the Union.

## **SECTION 24 – SUCCESSOR/EMPLOYERS**

This Agreement shall be binding upon the Employer and its successors and assigns. In consideration of the Union's execution of this Agreement, the Employer promises that its operations covered by this Agreement shall not be sold, conveyed, or otherwise transferred or assigned to any successor without first securing the Agreement of the successor to hire all bargaining unit employees and to assume the Employer's obligations under this Agreement. Immediately upon the conclusion of such sale, conveyance, assignment or transfer to its operations, the Employer shall notify the Union of the transaction.

## **SECTION 25 - MEALS AND LODGING**

In the event an employee is required to travel to a work assignment for the Employer and the employee has to stay overnight for one (1) night, the Employer will supply the transportation and reimburse the employee for food and lodging. In the event the employee must stay away from home more than one night, the Employer will make arrangements up front to pay for food and lodging. It is understood that the employee will receive a minimum of eight (8) hours pay for each workday away from home. In no event shall an employee be forced to share accommodations with another employee. For the purpose of this Section, a job requiring more than 75 miles of travel one way shall be considered for an overnight stay. Employees shall submit their expenses within thirty (30) days of incurring the expenses, and the Employer will reimburse these expenses within thirty (30) days. Expenses must be submitted using an Employer approved format.

## **SECTION 26 – EMPLOYEE'S EQUIPMENT**

The Employer shall be required to provide all equipment to employees required to perform said duties and the Employer shall be responsible for the calibration, maintenance and repairs of said equipment. The employee shall be responsible for keeping the equipment clean and in good order.

## **SECTION 27 - HIRING**

When the Employer needs additional help, it shall give the Union first opportunity in good faith to provide suitable applicants, within forty-eight (48) hours. The Employer shall give fair consideration to all applicants referred by the Union and shall not reject applicants unreasonably.

When an opening occurs, and the Employer does not fill it by promoting or transferring another employee from within the bargaining unit, the Employer shall notify the Union of the opening. The Employer shall be required to contact the Dispatch office within twenty-four (24) hours of all applicant referrals from the Dispatch office and inform the Union electronically whether individuals referred were hired or rejected.

## **SECTION 28 - DUTIES OF THE EMPLOYER**

### **GENERAL**

The Employer shall make reasonable provisions for the safety and health of the employees. A sufficient supply of rain gear will be made available by the Employer for the use of the employees required to work in inclement weather. Employees will be held responsible for them. Employer will not have to provide boots or glasses, unless or until the employee passes his ninety (90) day probationary period.

The Employer agrees to provide safety glasses to employees requiring them. It shall be the responsibility of the Employer to pay for the prescription grinding of the lenses twice (2x) during the term of the contract.

The Employer may require all employees to use any safety equipment required by law, customer or the Employer. The Employer shall furnish such items.

The Employer will provide ear protection where noise levels may be harmful to the employees.

The Employer will provide:

1. Fire extinguishers on all equipment; and

2. First aid kits available at all times in the shop and in the field.
3. UNIFORMS - The Employer shall provide at its expense, a uniform service (cotton uniforms) for all employees who will comply with Employer work rules, regarding appropriate work attire.
4. The Employer shall provide up to two hundred twenty-five dollars (\$225.00) reimbursement, winter bibs and jackets (Carhartt's) for all drilling employees in the bargaining unit once every twelve (12) months after they have completed their completed their probationary period.
5. The Employer shall provide up to two hundred twenty-five dollars (\$225.00) reimbursement, ANSI approved work boots to all employees in the bargaining unit once every twelve (12) months, after they have completed their probationary period.

Employees will be required to submit an original dated cash register receipt within thirty (30) calendar days of purchase to qualify for the allowances. This allowance may not be carried over from one year to the next.

## **INSURANCE COVERAGE**

For all employees covered by this Agreement the Employer shall carry Workmen's Compensation Insurance with a carrier authorized to do business under the applicable State Laws and Regulations and shall in addition pay the tax necessary to secure for all employees the benefits for Unemployment Compensation Insurance Act, irrespective of the number of employees employed.

## **PARKING**

It shall be the Employers' responsibility to pay for parking fees any employee may legitimately incur during the course of his job duties.

## **MILEAGE AND PER DIEM**

An employee not reporting to a fixed job shall be compensated travel time and mileage minus the travel time and mileage from his place of residence to the Shop.

A Field Technician (a Technician not reporting to a fixed job<sup>17</sup>) shall receive their level of pay and mileage for travel from portal to portal minus the travel time from his place of residence to the Employer's Shop.

For the purposes of computing mileage and time, the parties agree that the Employer may use Google Maps, MapQuest or Map Blast websites.

The Employer shall pay according to the Federal Government Standards the cents per mile when employee is required to travel in employee's own vehicle to and from job sites during the course of employee's regular workday.

The Employer and Union shall meet and agree on an umbrella insurance policy which will cover the Technician required to transport radioactive testing equipment in their privately-owned vehicle.

Employees shall be compensated for mileage and per diem once a month.

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<sup>17</sup> Any job of five (5) or more consecutive workdays that the same employee returns to.

## **TRAINING**

It shall be the duty of the Employer to provide and make available training and certification requirements not offered by the IUOE Apprenticeship Program to employees on a non-discriminatory basis with the cost of said training and certifications to be paid by the Employer.

In the event that said training requires passing of an exam as part of the training/certification, cost of said training shall be borne by the Employer. If the employee fails said exam any retest fees shall be paid by the employee and the employer shall reimburse said fees only if the employee passes the retest.

The training and updates of all procedures testing, and inspections shall be allotted equally among all employees without discrimination.

## **INSURANCE, SAFETY, SANITATION**

The Employer must make adequate provisions to comply with all the rules and laws pertaining to Insurance, Safety and Sanitation as are established by the Statutes of the Federal, State, and Municipal governments where the work is in progress.

## **I-PASS**

Employees required to travel on the Illinois and Indiana State Tollway system shall be supplied an I-Pass when required to travel in Employer owned or personal vehicles to and from their assignments. At the Employers option employees will submit toll charges with their expense reports. Personal use of the Company I-Pass subjects the employee to discipline.



## **SECTION 29 - OCCUPATIONAL INJURY**

An employee who is injured on the job, and is sent home, or to a hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate for the balance of the regular shift on that day. An employee who has returned to the regular duties after sustaining a compensable injury who is required by the Employer Workmen's Compensation doctor to receive additional medical treatment that must take place during the regularly scheduled working hours shall receive the regular hourly rate of pay for such time.

## **SECTION 30 - WELFARE FUND**

Effective March 1, 2020, the Employer shall pay SEVENTEEN DOLLARS AND THIRTY CENTS (\$17.30) per hour for each hour for which the employee receives wages under the terms of this Agreement, into the Midwest Operating Engineers Welfare Fund.

Effective March 1, 2021, the Employer shall pay AMOUNT TO BE DETERMINED per hour for each hour for which the employee receives wages under the terms of this Agreement, into the Midwest Operating Engineers Welfare Fund.

Effective March 1, 2022, the Employer shall pay AMOUNT TO BE DETERMINED per hour for each hour for which the employee receives wages under the terms of this Agreement, into the Midwest Operating Engineers Welfare Fund.

Anything herein contained to the contrary notwithstanding, an Employer required to make contributions on behalf of a "Supervisor" shall make contributions on the basis of one hundred sixty-eight (168) hours each month. The Employer may elect to report on the basis of actual hours

worked per month provided the hours reported are in excess of one hundred sixty-eight (168) hours each month.

The parties recognize that individuals employed by corporations who are party to this Agreement may perform both bargaining unit and non-bargaining unit work. Certain of these employees receive compensation in such a manner that it is difficult to determine for purposes of fringe benefit contributions the precise number of hours which are spent performing bargaining unit work. It is therefore agreed that when an employee who is employed by a corporation, performs both bargaining unit work and non-bargaining unit work and who:

- A. Is a shareholder, officer and/or director of the corporation; or
- B. Is a relative (father, mother, son, daughter, brother, sister, husband, wife, in-law) of a shareholder, officer and/or director of the corporation, the bargaining parties have agreed that any shareholder/relative reporting under this clause must report 150 hours per month twelve (12) months a year, irrespective of the amount of work they perform or the amount of compensation they receive in any individual month.

The Welfare Fund maintains a place of business at 6150 Joliet Road, Countryside, Illinois 60525, or at such other place designated by the Trustees. Contributions of the Employer shall be mailed to such business office together with report forms supplied for such purpose not later than the tenth (10th) day of the following month.

Contributions to the aforesaid Health and Welfare Fund shall not constitute or be deemed wages due to the employee.

It is understood and agreed that the Employer shall be bound to the terms and provisions of the Agreement and Declaration of Trust of the Midwest Operating Engineers Welfare Fund, and

all amendments heretofore or hereafter made thereto, as though the same were fully incorporated herein, except to the extent inconsistent with this Agreement or any Letter of Agreement agreed to for any individual Employer with respect to the Vacation Savings Plan.

If payment for contributions as defined above is not received by the Fund Office by the twentieth (20th) day of the month, the Employer shall be deemed to be in violation of this Agreement and the aforementioned Trust Agreement and shall be liable for contributions due, liquidated damages, interest, and any other cost of collection.

If during the term of this agreement there is a major change in the funding method in our national health care system, this section will be open for negotiations.

### **FAMILY AND MEDICAL LEAVE ACT (FMLA)**

The Employer of any employee who is eligible for and requests leave under the Family and Medical Leave Act (FMLA) shall promptly notify the Health and Welfare Fund Office, and before the leave commences, if possible, Employers shall make Health and Welfare contributions for any employee who is taking leave under the FMLA on the basis of forty (40) hours per week.

### **SECTION 31 – RETIREE MEDICAL SAVINGS PLAN**

Effective March 1, 2020, the Employer shall pay TWO DOLLARS AND SEVENTY - FIVE CENTS (\$2.75) per hour for each hour for which the Employee receives wages under the terms of this Agreement into the Midwest Operating Engineers Welfare Fund's Retiree Medical Savings Plan.

Effective March 1, 2021, the Employer shall pay AMOUNT TO BE DETERMINED per hour for each hour for which the Employee receives wages under the terms of this Agreement into the Midwest Operating Engineers Welfare Fund's Retiree Medical Savings Plan.

Effective March 1, 2022, the Employer shall pay AMOUNT TO BE DETERMINED per hour for each hour for which the Employee receives wages under the terms of this Agreement into the Midwest Operating Engineers Welfare Fund's Retiree Medical Savings Plan.

Anything herein contained to the contrary notwithstanding, an Employer required to make contributions on behalf of a "Supervisor" shall make contributions on the basis of one hundred sixty-eight (168) hours each month. The Employer may elect to report on the basis of actual hours worked per month provided the hours reported are in excess of one hundred sixty-eight (168) hours each month.

The parties recognize that individuals employed by corporations who are party to this Agreement may perform both bargaining unit and non-bargaining unit work. Certain of these employees receive compensation in such a manner that it is difficult to determine for purposes of fringe benefit contributions the precise number of hours which are spent performing bargaining unit work. It is therefore agreed that when an employee who is employed by a corporation, performs both bargaining unit work and non-bargaining unit work and who:

- A. Is a shareholder, officer and/or director of the corporation; or
- B. Is a relative (father, mother, son, daughter, brother, sister, husband, wife, in-law) of a shareholder, officer and/or director of the corporation, the bargaining parties have agreed that any shareholder/relative reporting under this clause must report one hundred fifty (150) hours

per month twelve (12) months a year, irrespective of the amount of work they perform or the amount of compensation they receive in any individual month.

The Welfare Fund maintains a place of business at 6150 Joliet Road, Countryside, Illinois, 60525, or at such other place designated by the Trustees. Contributions of the Employer shall be forwarded to such business office together with report forms supplied for such purpose not later than the tenth (10th) day of the following month.

Contributions to the aforesaid Health and Welfare Fund shall not constitute or be deemed wages due to the employee.

It is understood and agreed that the Employer shall be bound to the terms and provisions of the Agreement and Declaration of Trust of the Midwest Operating Engineers Welfare Fund, and all amendments heretofore or hereafter made thereto, as though the same were fully incorporated herein, except to the extent inconsistent with this Agreement or any Letter of Agreement agreed to for any individual Employer with respect to the Vacation Savings Plan.

If payment for contributions as defined above is not received by the Fund Office by the twentieth (20th) day of the month, the Employer shall be deemed to be in violation of this Agreement and the aforementioned Trust Agreement.

## **SECTION 32 - PENSION FUND**

It is understood and agreed that there shall be continued a Trusteed Pension Plan known as the Midwest Operating Engineers Pension Fund.

Effective March 1, 2020, the Employer shall be liable to contribute TEN DOLLARS AND THIRTY-FIVE CENTS (\$10.35) per hour for which the employee receives wages under the terms

of this Agreement to the aforementioned Pension Trust Fund, provided however, the Employer shall be required to make contributions on behalf of such employee on the basis of not less than ONE HUNDRED SIXTY HOURS (160) per month, in any month, in which the employee receives any wages under the terms of this agreement, into the Midwest Operating Engineers Pension Fund.

Effective March 1, 2021, the Employer shall be liable to contribute AMOUNT TO BE DETERMINED per hour for which the employee receives wages under the terms of this Agreement to the aforementioned Pension Trust Fund, provided however, the Employer shall be required to make contributions on behalf of such employee on the basis of not less than ONE HUNDRED SIXTY HOURS (160) per month, in any month, in which the employee receives any wages under the terms of this agreement, into the Midwest Operating Engineers Pension Fund.

Effective March 1, 2022, the Employer shall be liable to contribute AMOUNT TO BE DETERMINED per hour for which the employee receives wages under the terms of this Agreement to the aforementioned Pension Trust Fund, provided however, the Employer shall be required to make contributions on behalf of such employee on the basis of not less than ONE HUNDRED SIXTY HOURS (160) per month, in any month, in which the employee receives any wages under the terms of this agreement, into the Midwest Operating Engineers Pension Fund.

Anything herein contained to the contrary notwithstanding, an Employer required to make contributions on behalf of a "Supervisor" shall make contributions on the basis of one hundred sixty-eight (168) hours each month. The Employer may elect to report on the basis of actual hours worked per month provided the hours reported are in excess of ONE HUNDRED SIXTY-EIGHT HOURS (168) each month.

The parties recognize that individuals employed by corporations who are party to this Agreement may perform both bargaining unit and non-bargaining unit work. Certain of these employees receive compensation in such a manner that it is difficult to determine for purposes of fringe benefit contributions the precise number of hours which are spent performing bargaining unit work. It is therefore agreed that when an employee who is employed by a corporation, performs both bargaining unit work and non-bargaining unit work and who:

- A. Is a shareholder, officer and/or director of the corporation; or
- B. Is a relative (father, mother, son, daughter, brother, sister, husband, wife, in-law) of a shareholder, officer and/or director of the corporation, the bargaining parties have agreed that any shareholder/relative reporting under this clause must report one hundred fifty hours (150) per month twelve (12) months a year, irrespective of the amount of work they perform or the amount of compensation they receive in any individual month.

The Pension Fund has been established and shall be administered in accordance with the Labor Management Relations Act of 1947 as amended.

Payments accompanied by monthly reports on forms provided for the same are due in the Pension Office, 6150 Joliet Road, Countryside, Illinois 60525, or such other place as designated by the Trustees, not later than the tenth (10th) day of the following month for the preceding month.

Contributions to the Pension Trust Fund shall not constitute or be deemed wages due to the employee.

It is understood and agreed that the Employer shall be bound by the terms and provisions of the Agreement and Declaration of Trust of the Midwest Operating Engineers Pension Fund, and all amendments heretofore or hereafter made thereto, as though the same were fully incorporated

herein, except to the extent inconsistent with this Agreement or any Letter of Agreement agreed to for any individual Employer with respect to the Vacation Savings Plan.

If payment for contributions as defined above is not received by the Fund Office by the twentieth (20th) day of the month, the Employer shall be deemed to be in violation of this Agreement and the aforementioned Trust Agreement and shall be liable for contributions due, liquidated damages, interest, and any other cost of collection.

The ONE HUNDRED SIXTY HOUR (160) minimum may be waived in cases where the employee is discharged for just cause within the first eighty (80) hours of employment, and also where an employee is hired and it is impossible to achieve said eighty (80) hours of the first month of employment, or when an employee is recalled from a seasonal lay off not to exceed once in a calendar year, the Employer will be responsible for actual hours only. When an employee quits, the Employer will be responsible for actual hours only for that month.

When an employee is off due to illness or unexcused absence for over five (5) consecutive days, then said days shall be deducted and the Employer shall be responsible to make contributions on actual hours for that month.

### **SECTION 33 – RETIREMENT ENHANCEMENT FUND**

It is understood that a trustee pension plan known as the Midwest Operating Engineers Retirement Enhancement Fund has been established by the Union and agreed to by the Employer Association party to this Agreement.



Effective March 1, 2020, the Employer shall contribute ONE DOLLAR AND TWENTY CENTS (\$1.20) per hour for each hour for which the employee receives wages under the terms of this Agreement into the Midwest Operating Engineers Retirement Enhancement Fund.

Effective March 1, 2021, the Employer shall contribute AMOUNT TO BE DETERMINED per hour for each hour for which the employee receives wages under the terms of this Agreement into the Midwest Operating Engineers Retirement Enhancement Fund.

Effective March 1, 2022, the Employer shall contribute AMOUNT TO BE DETERMINED per hour for each hour for which the employee receives wages under the terms of this Agreement into the Midwest Operating Engineers Retirement Enhancement Fund.

The Retirement Enhancement Fund has been established and shall be administered in accordance with the Labor Management Relations Act of 1947, as amended, and the Employee Retirement Income Security Act of 1974, as amended.

Payments accompanied by monthly reports on forms provided for same are due in the Administration Office, 6150 Joliet Road, Countryside, Illinois 60525, or such other place as designated by the Trustees, not later than the tenth (10th) of the following month for the preceding month.

Contributions to the Retirement Enhancement Fund shall not constitute or be deemed wages due to the employee.

It is understood and agreed that the Employer shall be bound by the terms and provisions of the Agreement and Declaration of Trust of the Midwest Operating Engineers Retirement Enhancement Fund, and all amendments theretofore or hereafter made thereto, as though same

were fully incorporated herein, except to the extent inconsistent with this Agreement or any Letter of Agreement agreed to for any individual Employer with respect to the Vacation Savings Plan.

If payment for contributions as defined above is not received by the Fund Office by the twentieth (20th) day of the month, the Employer shall be deemed to be in violation of this Agreement and the aforementioned Trust Agreement and shall be liable for contributions due, liquidated damages, interest, and any other cost of collection.

Anything herein contained to the contrary notwithstanding, an Employer required to make contributions on behalf of a "Supervisor" shall make contributions on a basis of a minimum of one hundred sixty-eight (168) hours each month. The Employer may elect to report on the basis of actual hours worked per month provided the hours reported are in excess of ONE HUNDRED SIXTY-EIGHT HOURS (168) each month.

The parties recognize that individuals employed by corporations who are party to this Agreement may perform both bargaining unit and non-bargaining unit work. Certain of these employees receive compensation in such a manner that it is difficult to determine for purposes of fringe benefit contributions the precise number of hours which are spent performing bargaining unit work. It is therefore agreed that when an employee who is employed by a corporation, performs both bargaining unit work and/or non-bargaining unit work and who:

- A. Is a shareholder, officer and/or director of the corporation or
- B. Is a relative (father, mother, son, daughter, brother, sister, husband, wife, in-law) of a shareholder, officer and/or director of the corporation, the bargaining parties have agreed that any shareholder/relative reporting under this clause must report a minimum of ONE HUNDRED

FIFTY HOURS (150) per month twelve (12) months a year, irrespective of the amount of work they perform or the amount of compensation they receive in any individual month.

Corporate officers and their children will be exempt from this provision when they operate equipment doing bargaining unit work during an emergency such as fire, flood, or to save life or property.

### **SECTION 34 - APPRENTICESHIP AND SKILL IMPROVEMENT FUND**

A Trusteed Apprenticeship and Skill Improvement Fund has been created and is known as the Operating Engineers Local 150 Apprenticeship Fund.

Effective March 1, 2020, the Employer shall pay ONE DOLLAR AND FORTY-FIVE CENTS (\$1.45) for each hour the employee receives wages under the terms of this Agreement into the aforementioned Apprenticeship Fund.

Effective March 1, 2021, the Employer shall pay AMOUNT TO BE DETERMINED for each hour the employee receives wages under the terms of this Agreement into the aforementioned Apprenticeship Fund.

Effective March 1, 2022, the Employer shall pay AMOUNT TO BE DETERMINED for each hour the employee receives wages under the terms of this Agreement into the aforementioned Apprenticeship Fund.

It is understood and agreed that the Employer shall be bound by the terms and provisions of the Agreement and Declaration of Trust of the Apprenticeship Fund, and all amendments heretofore or hereafter made thereto, as though the same were fully incorporated herein, except to

the extent inconsistent with this Agreement or any Letter of Agreement agreed to for any individual Employer with respect to the Vacation Savings Fund.

The Employer further agrees to be bound by the terms of the Apprenticeship Standards established by the Joint Apprenticeship Training Committee of the Northern Illinois and Northern Indiana Apprenticeship and Skill Improvement Program, as approved by the United States Department of Labor, Bureau of Apprenticeship Training.

The Apprenticeship Fund has been established and shall be administered in accordance with the Labor Management Relations Act of 1947, as amended and all other applicable Federal and State Laws.

Contributions of the Employer together with report forms supplied for such purpose are due in the Apprenticeship Fund Office not later than the tenth (10th) day of the following month.

Contributions to the aforesaid Apprenticeship Fund shall not constitute or be deemed wages due to the employee.

The sole liability of the Employer to the Apprenticeship Fund shall be the payment of hourly contributions as set forth in this Section, provided, however, that nothing herein shall be interpreted to release the Employer from its obligations under the Apprenticeship Standards as set forth above.

If payment for contributions as defined above is not received by the Fund Office by the twentieth (20th) day of the month, the Employer shall be deemed to be in violation of this Agreement and the aforementioned Trust Agreement and shall be liable for contributions due, liquidated damages, interest, and any other cost of collection.

## **SECTION 35 - INDUSTRY ADVANCEMENT FUND AND CONSTRUCTION INDUSTRY RESEARCH AND SERVICE TRUST FUND**

Effective March 1, 2020, the Employer shall pay FORTY CENTS (\$0.40) per hour for which employees receive wages under the terms of this Agreement into the Construction Industry Research and Service Trust Fund ("CRF").

Effective March 1, 2021, the Employer shall pay AMOUNT TO BE DETERMINED per hour for which employees receive wages under the terms of this Agreement into the Construction Industry Research and Service Trust Fund ("CRF").

Effective March 1, 2022, the Employer shall pay AMOUNT TO BE DETERMINED per hour for which employees receive wages under the terms of this Agreement into the Construction Industry Research and Service Trust Fund ("CRF").

Contributions of the Employer shall be forwarded to CRF in care of the Midwest Operating Engineers Fringe Benefits Funds, 6150 Joliet Road, Countryside, Illinois 60525 ("MOE"), together with report forms supplied for such purposes not later than the tenth (10th) day of the following month. It is understood and agreed that MOE will administer the collection and distribution of the CRF contributions and will receive a reasonable fee for that service, subject to approval of the Trustees of the CRF. The contributions to the aforesaid Construction Industry Research and Service Trust Fund shall not constitute or be deemed wages due to the employee.

Of the CRF contributions, EIGHT CENTS (\$0.08) of the hourly contribution for each hour for which contributions are made will be distributed to the Material Testing Technicians and Drillers Labor Relations Alliance and the Chicago Area Construction, Testing, Drilling, and Inspection Association which are not-for-profit corporations. The Alliance and CACTDIA will

each receive EIGHT CENTS (\$0.08) of the hourly contributions paid by their respective members. The remaining monies per hour for each hour for which contributions are made will be distributed by the CRF Trustees in accordance with the power and authority granted to them in the applicable CRF Agreement and Declaration of Trust.

Anything herein contained to the contrary notwithstanding, there is specifically excluded from the purposes of the CRF and/or any of the entities to which it distributes contributions, the right to use any of its funds for lobbying in support of anti-labor legislation and/or to subsidize contractors during a period of work stoppage or strikes. The Associations and all other recipients of CRF funds shall report annually to the CRF, giving a complete review of their activities and the activities of any of their members, including a certified audit showing the Fund disbursements. Said review and audit to be furnished no later than May 1st of each year.

It is understood and agreed that the Employer shall be bound by the terms and provisions of the Agreement and Declaration of Trust of the Construction Industry Research and Service Trust Fund, and all amendments heretofore or hereafter thereto, as though the same were fully incorporated herein.

If payment for contributions as defined above is not received by the Fund Office by the twentieth (20th) day of the month, the Employer shall be deemed to be in violation of this Agreement and the aforementioned Trust Agreement and Declaration of Trust and shall be liable for contributions due, liquidated damages, interest and any other costs of collection.

The administration of this Fund shall be solely in the hands of the CRF and no employer shall pay or deliver any funds to any representative of his employees. The Fund and the Trustees thereof, agree to indemnify and hold harmless the Union, its officers, agents, representatives and

members from any claim, suit, cause of action, or otherwise as regards a creation of the Fund, its administration or any act or action in connection therewith, and such indemnity and agreement to hold harmless shall include the payment of costs and attorneys' fees on behalf of the beneficiaries of such indemnity.

The Associations agree to indemnify and hold harmless the Union, its officers, agents, representatives and members from any claim, suit, cause of action, or otherwise as regards the collection and transmission of Industry Advancement Fund Collections.

**SECTION 36 - PENALTY FOR FAILURE TO PAY WAGES AND PENSION AND/OR HEALTH AND WELFARE AND/OR RETIREE MEDICAL SAVINGS PLAN AND/OR RETIREMENT ENHANCEMENT FUND AND/OR DUES CHECK OFF AND/OR GRIEVANCE AWARDS AND/OR ARBITRATION AWARDS AND/OR BONDING OF EMPLOYER, AND/OR LEGITIMATE PICKET LINE**

**A. PENALTY FOR FAILURE TO PAY WAGES AND PENSION AND/OR HEALTH AND WELFARE AND/OR RETIREE MEDICAL SAVINGS PLAN AND/OR RETIREMENT ENHANCEMENT FUND AND/OR DUES CHECK OFF AND/OR GRIEVANCE AWARDS AND/OR ARBITRATION AWARDS**

If the Employer fails to pay undisputed pension or health and welfare or retiree medical savings plan or retirement enhancement fund or dues check off or grievance awards, and/or arbitration awards the arbitration procedure herein provided for shall become inoperative and the Union shall be entitled to resort to all legal and economic remedies, including the right to strike and picket until such failure to pay has been corrected after all reasonable means of resolving dispute have been exhausted including penalties set out in Sections 30, 31, 32, 33, 34, and 35 herein within ten (10) days of notification to the Employer.

## **B. PENALTY FOR FAILURE TO PAY WAGES**

If the Employer fails to pay undisputed wages, the arbitration procedure herein provided for shall become inoperative and the Union shall be entitled to resort to all legal and economic remedies, including the right to strike and picket until such failure to pay has been corrected after all reasonable means of resolving dispute have been exhausted within ten (10) days of notification to the Employer.

This clause shall be inoperative if the amount of wages is subject to a bona-fide dispute. In such instance, the Employer shall then pay the wages admitted being due and the balance shall be settled by the arbitration procedure as provided herein.

## **C. BONDING OF EMPLOYER**

The Union may, at its discretion, demand a payment bond of any Employer guaranteeing payment of all earnings, welfare and pension benefit which may become due.

## **D. LEGITIMATE PICKET LINE**

It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a legitimate labor dispute or refuses to go through or work behind any picket line, including the picket line of the Union party to this Agreement and including lawful primary picket lines at the Employer's place or places of business. Furthermore, an employee may refuse to cross any picket line when he fears that bodily harm may be done to him.



## **SECTION 37 - NO STRIKES OR LOCKOUTS**

The Union agrees that for the duration of this Agreement there shall be no strikes or work stoppages except as provided in Section 36.

The Employer agrees that for the duration of this Agreement that there shall be no lockouts.

## **SECTION 38 - SAVINGS CLAUSE**

Any provision contained herein that is contrary to or held to be in violation of the Labor-Management Relations Act of 1947 or any Federal Law now in force or hereafter enacted, or hereafter becoming effective shall be void and of no force or effect, and this contract shall be construed as if said void provisions herein were not a part thereof, it being intended, however, that the other provisions of this contract shall not be affected thereby.

It is further agreed that should compliance with any Federal Law, or amendment thereof, or any order or regulation issued there under, now or hereafter in force and effect, prohibit the carrying out of any of the provisions of this Agreement than to the extent of such deviation or prohibition, this Agreement shall be deemed to have been automatically amended, effective on the effective date of such law, order or regulation. Such amendment to this contract shall remain in effect only so long as said law, amendment, order or regulation continues in force or until the expiration of this Agreement, whichever event shall first occur.

## **SECTION 39 - MANAGEMENT'S RIGHTS**

The management of its employees, the control of the premises, and the direction of the workforce are vested exclusively with the Employer and include, but are not limited to the

following: the direction of the work force which includes the right to hire, assign, promote, demote, terminate, or transfer employees; to discharge, suspend, or otherwise discipline; to assign work to those employees deemed by it most capable; to determine, establish, or modify staffing requirements, job duties, work load, or quality of workmanship for all classifications; to set standards of efficiency; to relieve employees from duty because of lack of work; to promulgate and enforce conduct and working rules and impose penalties for violations thereof; to reduce operations; to plan, direct, change, schedule, and control the operations of the Employer and the personnel, methods, equipment, and machinery used in the operation of the Employer; to transfer or cease any or all operations of its facility. Such rights shall be exclusive to the Employer, except as expressly limited by any of the terms of this Agreement.

#### **SECTION 40 - CREDIT UNION DEDUCTIONS**

The Employer agrees that upon receipt of properly executed Voluntary Payroll Deduction Authorization they shall make payroll deductions on behalf of their employees that are members of IUOE, Local 150 members' Credit Union and shall prior to the tenth (10th) day of the previous month, with a list indicating the name, social security number and amount remitted for each member of the IUOE, Local 150 members' Credit Union, 6240 Joliet Road, Countryside, Illinois 60525, if corporate systems capabilities permit.

The Union agrees to indemnify and hold harmless the employee, his officers, agents, representatives, and members from any claim, suit, cause of action, or otherwise as regards a creation of a Credit Union, its administration, or any act in connection therewith and such

indemnity and agreement to hold harmless shall include the payment of costs and attorneys' fees on behalf of the beneficiaries of such indemnity.

## **SECTION 41 - DUES CHECK OFF**

Upon receipt of a written check off authorization form from an employee, the Employer agrees to deduct each week the applicable initiation fee and monthly dues uniformly required for obtaining and maintaining membership in the Union from the pay of each employee covered by this Agreement and shall remit the same to the Union, no later than the tenth (10th) day of each month, together with an itemized statement of such deductions. No deductions shall be made which are prohibited by applicable law. Payments, accompanied by monthly reports on forms provided shall be submitted to the Midwest Operating Engineers Fringe Benefit Fund, 6150 Joliet Road, Countryside, Illinois 60525. Report forms are available at the above address.

However, if payment is not received by the twentieth (20th) day of the month, it shall be considered a violation of this Agreement.

It is the intention of the parties that such deductions shall comply with the requirements of the Section 302(c) (4) of the Labor Management Relations Act of 1947, as amended, and that such deductions shall be made only pursuant to written assignments from each employee on whose account such deductions are made, which assignment shall not be irrevocable for a period of more than one (1) year, or beyond the termination date of this Agreement, whichever occurs sooner.

The Union agrees to indemnify and hold harmless the Employer, from any claim, suit, cause of action, or otherwise as regards a creation of the Dues Deduction, its administration or any act or action in connection therewith and such indemnity and agreement to hold harmless shall

include the payment of costs and attorneys' fees on behalf of the beneficiaries of such indemnity if corporate systems capabilities permit.

## **SECTION 42 – IUOE PAC CHECK-OFF**

The EMPLOYER will deduct FIVE CENTS (\$.05) for each hour that the employee receives wages under the terms of this Agreement, on the basis of individually signed, voluntary authorized deduction forms and shall pay over the amount so deducted to the International Union of Operating Engineers Local 150 Political Action Committee (“IUOE PAC”), 6200 Joliet Road, Countryside, Illinois 60525. It is agreed that these authorized deductions for the IUOE PAC are not conditions of membership in the International Union of Operating Engineers, Local 150, or of employment with EMPLOYER and that the IUOE PAC will use such monies in making political contributions in connection with Federal elections. Payments to the IUOE PAC, accompanied by monthly reports on forms so provided by the International Union of Operating Engineers, Local 150, shall be remitted at the same time as required for the monthly pension and welfare payments on a separate check made payable to the IUOE PAC at the above address.

The Union agrees to indemnify and hold harmless the Employer, from any claim, suit, cause of action, or otherwise with regard to creation of this PAC Deduction, its administration or any act or action in connection therewith and such indemnity and agreement to hold harmless shall include the payment of costs and attorneys’ fees on behalf of the beneficiaries of such indemnity.

The Employer and the Union agree to bear their own respective costs incurred in administering the payroll deductions to the IUOE PAC.

## **SECTION 43 - EMPLOYEE DRUG AND ALCOHOL TESTING PROGRAM**

**Section 1** - The Company has a responsibility to all of its employees to provide a safe workplace and a responsibility to the public to ensure that their safety and trust in the Company are protected. Additionally, all drivers must comply with all applicable DOT regulations regarding drug and alcohol testing. Therefore, the Company prohibits the following behavior by employees while on Company premises, Company vehicle, or while performing Company business at any location:

Use of illegal drugs or prescription drugs obtained illegally.

Abuse of illegal (prescription or over-the-counter) drugs.

Sale, purchase, transfer, manufacture, or possession of controlled substances, or open container.

Arrival for work, or working under the influence of drugs or alcohol. "Under the influence" means the presence of an illegal drug or controlled substance or alcohol in the hair or body fluids at levels of detection above the lowest cutoff levels established by the analytical methods of the Company's testing laboratory.

**Section 2** - Drug tests of job applicants and all employees are required as outlined in the following procedures:

All job applicants to whom a job offer has been made must undergo a drug test before their hiring is final. An applicant who tests positive will not be eligible for hire.

Drug and alcohol testing of employees may be conducted under the following circumstances:

When an employee's supervisor (with a Union representative or designee) has a reasonable suspicion that the employee is intoxicated or has used drugs or alcohol. "Reasonable suspicion" is based on articulate observations sufficient to lead a prudent supervisor to suspect that the employee is impaired or under the influence of drugs (including, but not limited to, slurred speech, inability to walk a straight line, erratic behavior, etc.).

Following an accident with bodily injury or damage to property in which safety precautions were violated or unusually careless acts were performed.

As part of a routine testing program instituted as a result of prior disciplinary action for drug related violation against the employee or as part of a rehabilitation program related to the use of drugs.

When an employee is assigned to a customer work site where testing is required by law or agreement.

Pursuant to Department of Transportation Regulations.

A refusal to submit to drug or alcohol testing procedures or a failure to cooperate with the implementation of this policy and the Company's efforts to maintain a drug free workplace will result in discharge of the employee.

Drug urine screening and alcohol Breathalyzer test will be conducted at Company expense during work hours at a certified DOT approved laboratory designated by the Company. Transportation of employees to and from the testing site will be provided, also at Company expense. Medical personnel will collect test samples with the regard for employee privacy and an initial enzyme multiplied immunoassay test (or comparable test) will be conducted on the sample.

Gas chromatography mass spectrometry or an equally reliable testing method will confirm initial positive results.

**Section 3** - All parties shall handle test results information in strict confidence to the extent possible. One designated person in the Company will receive all reports of test results. This person will notify only those Company employees or agents who have a “need to know” about the test results. Information regarding test results will not be provided to any other persons without the written consent of the individual tested.

**Section 4** - The Company will take action on a confirmed positive test result only after receiving a report from its designated testing laboratory. Detection of a controlled substance or alcohol is grounds for immediate dismissal of any employee or withdrawal of a hiring offer. Upon request, the employee will be given an opportunity to explain, in a confidential setting, a positive drug test, and the presence of any drug in his or her system, and to substantiate the explanation with medical evidence.

**Section 5** - If the employee is discharged for violation of the provisions of this Section and subsequently successfully completes a mutually agreed upon drug rehabilitation program within six (6) months after discharge, and if the employee applies for rehire then that employee may at the Employers discretion be hired as a new employee. Employees who test positive for drugs a second time will not be given any consideration for re-employment or future employment with the Company.

Employees returning to work after successfully completing the rehabilitation program will be subject to drug tests without prior notice for a period of one (1) year. A positive test will then result in disciplinary action as previously outlined in this policy.

## **SECTION 44 – CHICAGO AND COOK COUTY PAID SICK LEAVE WAIVERS**

For the duration of this Agreement, the parties hereto expressly agree that to the extent they may be applicable to bargaining unit employees, the requirements of Section 1-24-045 of the Chicago Paid Sick Leave Act and the Cook County Ordinance Establishing Employer Paid Sick Leave for Residents of Cook County, File ID 16-4229, which together would otherwise provide a limited amount of paid sick leave for certain employees within the City of Chicago and Cook Counties, are hereby waived.

## **SECTION 45 – ENTIRE AGREEMENT OF THE PARTIES**

This represents the entire agreement of the Parties, it being understood that there is no other agreement or understanding, either oral or written. The Employer understands that the Union is a fraternal society and as such, and in keeping with the provisions of the Labor-Management Relations Act of 1947, as amended, has the right to prescribe its own rules and regulations with respect to any other matters for its own use. However, such rules or regulations whether contained in a by-law, constitution or otherwise shall have no effect, directly or indirectly upon this Collective Bargaining Agreement, any employment relationship or the relationship between the Parties.

## **DURATION**

This Agreement shall become effective March 1, 2020, and remain in full force and effect until February 28, 2023, and shall thereafter continue from year to year, unless at least sixty (60) days prior to the expiration date or as hereafter extended either Association or the Union shall



notify the other in writing of its intention to terminate this Agreement for the express purpose to renegotiate a new agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement this 7<sup>TH</sup> day of APRIL, 2020.

REPRESENTING THE EMPLOYER:

**CHICAGO AREA CONSTRUCTION,  
TESTING, DRILLING, AND INSPECTION  
ASSOCIATION (CACTDIA)**

By: Walter H. Flood  
Walter Flood  
Its: Chairman of the CACTDIA  
Association

REPRESENTING THE UNION:

**INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 150, AFL-CIO**

By: James M. Sweeney  
James M. Sweeney  
Its: President-Business Manager

By: Steven M. Cisco  
Steven M. Cisco  
Its: Recording-Corresponding Secretary

By: Stanley A. Simrayh  
Stanley A. Simrayh  
Its: Director

By: William C. Goodwin  
William C. Goodwin  
Its: Business Representative

By: Marquis Overstreet  
Marquis Overstreet  
Its: Business Representative

notify the other in writing of its intention to terminate this Agreement for the express purpose to renegotiate a new agreement.

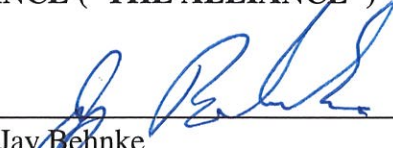
IN WITNESS WHEREOF, the parties have executed this Agreement this 7<sup>TH</sup> day of APRIL, 2020.

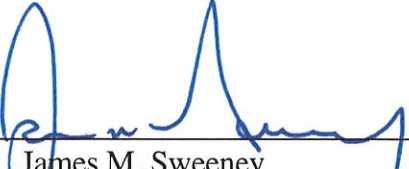
REPRESENTING THE EMPLOYER:


REPRESENTING THE UNION:

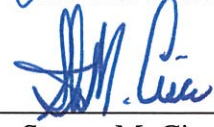
**MATERIAL TESTING TECHNICIANS  
AND DRILLERS LABOR RELATIONS  
ALLIANCE ("THE ALLIANCE")**

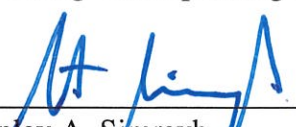
**INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 150, AFL-CIO**

By:   
Jay Behnke  
Its: Chairman of the Alliance


By:   
James M. Sweeney  
Its: President-Business Manager

By:   
Anne Leslie  
Its: Vice-Chairman of the Alliance

By:   
Steven M. Cisco  
Its: Recording-Corresponding Secretary

By:   
Stanley A. Simrayh  
Its: Director

By:   
William C. Goodwin  
Its: Business Representative

By:   
Marquis Overstreet  
Its: Business Representative

Chicago Area Construction, Testing  
Drilling, and Inspection Association  
(CACTDIA)  
C/O Flood Testing Laboratories, Inc. (FTL)  
1945 E. 87<sup>th</sup> Street  
Chicago, IL 60617-2946  
(773) 721-2200 Phone  
(773) 721-2206 Fax

Material Testing Technicians and Drillers  
Labor Relations Alliance ("The Alliance")  
C/O Franczek P.C.  
300 South Wacker Drive  
Suite 3400  
Chicago, IL 60606  
312-986-0300  
312-986-9192 Fax

International Union of Operating Engineers,  
Local 150, AFL-CIO  
6200 Joliet Road  
Countryside, IL 60525  
(708) 482-8800  
(708) 588-1629 Fax

Midwest Operating Engineers Health and  
Welfare Fund Office  
6150 Joliet Road  
Countryside, IL 60525  
(708) 482-7300 Phone

Midwest Operating Engineers Credit Union  
6240 Joliet Road  
Countryside, IL 60525  
(708) 482-9606 Phone

TECHS OUT-OF-WORK LINE  
(708) 579-6612 - For All Districts

IUOE, Local 150 Training Site  
19800 West Arsenal Road  
Wilmington, IL 60481  
(815) 722-3201 Phone  
(815) 423-5749 Fax

IUOE, Local 150 – District 2 Office  
1050 N. I-55 & E. Frontage Road  
Joliet, IL 60431  
(815) 725-5561 Phone  
(815) 725-2042 Fax

IUOE, Local 150 – District 3 Office  
28874 Route 120  
Lakemoor, IL 60051  
(815) 363-0002 Phone  
(815) 363-0075 Fax

IUOE, Local 150 – District 4 Office  
4477 Linden Road

Rockford, IL 61109  
(815) 874-4166 Phone  
(815) 874-2493 Fax

IUOE, Local 150 – District 5 Office  
740 E. U.S. Route 6  
Utica, IL 61373  
(815) 667-3036 Phone  
(815) 667-4195 Fax

IUOE, Local 150 – District 6 Office  
1001 N. Michigan Street  
Lakeville, IN 46536  
(574) 784-3694 Phone  
(574) 784-8035 Fax

IUOE, Local 150 – District 7 Office  
2193 W. 84th Place  
Merrillville, IN 46410  
(219) 736-7710 Phone  
(219) 736-0054 Fax

IUOE, Local 150 – District 8 Office  
3511 78th Avenue West  
Rock Island, IL 61201  
(309) 754-8135 Phone  
(309) 787-7405 Fax

## DEFINITIONS OF ACRONYMS

A.C.I.	American Concrete Institute
ASIP	Apprenticeship and Skill Improvement Programs
ASIP	Journey Person – (is a designation given to those candidates who have successfully graduated from the ASIP Local 150 Program)
ASNT	American Society of Non-Destructive Testing
AWS	American Welding Society
CAPP	Certified Aggregate Producers Program
CAWI	Certified Assistant Welding Inspector
CDL	Commercial Driver's License
CET	Certified Engineering Technician
CWI	Certified Welding Inspector
D.B.E.	Disadvantaged Business Enterprise
D.C.P.	Dynamic Cone Penetrometer
GPR	Ground Penetrating Radar
HMA	Hot Mix Asphalt
ICBO	International Council of Building Officials
ICC	International Code Council
ICC	Master Special Inspector (is a designation given to those candidates who have successfully passed the following examinations): <ul style="list-style-type: none"><li>• Structural Welding Special Inspector</li><li>• Structural Steel and Bolting Special Inspector</li><li>• Structural Masonry Special Inspector</li><li>• Reinforced Concrete Special Inspector</li></ul>
IDOT	Illinois Department of Transportation
INDOT	Indiana Department of Transportation
INDOT-Q	Qualified Technician (is a designation given to those candidates who have successfully passed two (2) or more INDOT Certifications)
MT	Magnetic Particle Testing
NDT	Non-destructive Testing
NICET	National Institute for Certification in Engineering Technologies
PCC	Portland Cement Concrete

## **DEFINITIONS OF ACRONYMS (contd.)**

PCI	Pre-cast/Pre-stressed Concrete Institute
PT	Liquid Dye Penetrant Testing
PTI	Post-Tensioning Institute
Rimac	Type of unconfined compression strength test on soils
SCP	Static Cone Penetrometer
SGMT	Soils and Granular Material Testing
SSTC	Steel Structures Technology Center
UT	Ultrasonic Testing
VT	Visual Welding Inspection

## **NOTES**

